

THE TENNESSEE REGULATORY AUTHORITY

AT NASHVILLE, TENNESSEE

December 11, 2001

IN RE:

BLUEGREEN VACATIONS UNLIMITED, INC

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DOCKET NO. 01-00642

ORDER APPROVING SETTLEMENT AGREEMENT

This matter came before the Tennessee Regulatory Authority ("Authority" or "TRA") at a regularly scheduled Authority Conference held on August 7, 2001, for consideration of a proposed Settlement Agreement between the Consumer Services Division of the TRA (the "CSD") and Bluegreen Vacations Unlimited, Inc. for violations of the Tennessee Do-Not-Call Telephone Sales Solicitation statutes, Tenn. Code Ann. § 65-4-401 *et seq.* The proposed Settlement Agreement is attached hereto as Exhibit A.

Tenn. Code Ann. § 65-4-404 and Tenn. Comp. R. & Regs. 1220-4-11-.07(1) prohibit persons and entities from knowingly making or causing to be made telephone sales solicitation calls to any residential subscribers in this state who have given timely and proper notice to the Authority of their objection to receiving telephone solicitations. Tenn. Code Ann. § 65-4-405(f) authorizes the Authority to initiate proceedings relative to violations of the Do-Not-Call statutes and the TRA rules and regulations (Tenn. Comp. R. & Regs. 1220-4-11-.01 *et seq.*) promulgated pursuant to the Do-Not-Call statutes. "Such proceedings may include without limitation proceedings to issue a cease and desist order, to issue an order imposing a civil penalty up to a maximum of two thousand dollars (\$2,000) for each knowing violation and to seek additional relief in any court of competent jurisdiction." Tenn. Code Ann. § 65-4-405(f).

On June 5 and June 13, 2001, the CSD received two (2) separate complaints against Bluegreen Vacations Unlimited, Inc. from Tennessee consumers whose residential telephone numbers were properly and timely registered on the Tennessee Do-Not-Call Register. Bluegreen Vacations Unlimited, Inc. faced a maximum civil penalty of four thousand dollars (\$4,000) for these two (2) violations.

The proposed Settlement Agreement was negotiated as the result of the CSD's investigation into the complaints against Bluegreen Vacations Unlimited, Inc. In negotiating the terms and conditions of this Settlement Agreement, the CSD took into consideration Tenn. Code Ann. § 65-4-116(b), which provides:

In determining the amount of the penalty, the appropriateness of the penalty to the size of the business of the person, firm or corporation charged, the gravity of the violation and the good faith of the person, firm or corporation charged in attempting to achieve compliance, after notification of a violation, shall be considered. The amount of the penalty, when finally determined, may be deducted from any sums owing by the state to the person, firm or corporation charged or may be recovered in a civil action in the courts of this state.

Bluegreen Vacations Unlimited, Inc. is located in Boca Raton, Florida, and has been registered as a telephone solicitor with the TRA since July 13, 2000. Bluegreen Vacations Unlimited, Inc. has no known history of violating the statutes and rules enforceable by the Authority. The CSD's investigation revealed that the two (2) solicitations took place over a short period of time and that Bluegreen Vacations Unlimited, Inc. has not engaged in a pattern of continued violations of Tenn. Code Ann. § 65-4-401 *et seq.* Upon receiving notice of the alleged violations, Bluegreen Vacations Unlimited, Inc. cooperated fully with the CSD's investigation of the above mentioned complaints.

As a part of this Settlement Agreement, Bluegreen Vacations Unlimited, Inc. agrees to implement measures, as outlined in Exhibit A, to prevent similar occurrences in the future. In

addition, Bluegreen Vacations Unlimited, Inc. will pay to the Authority the amount of four thousand dollars (\$4,000) within thirty (30) days of the date of the Authority's approval of the Settlement Agreement.

An attorney representing Bluegreen Vacations Unlimited, Inc., Randi Tomkins, Esq., participated telephonically during the Authority Conference on August 7, 2001. Following a discussion with the parties and a review of the Settlement Agreement, the Directors voted unanimously to accept and approve the Settlement Agreement.

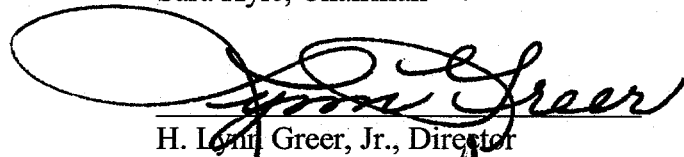
IT IS THEREFORE ORDERED THAT:

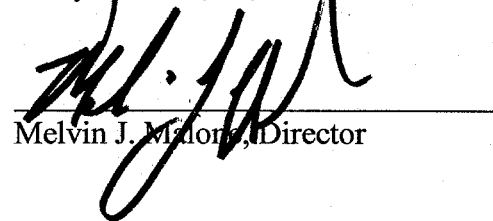
1. The Settlement Agreement, attached hereto as Exhibit A, is accepted and approved and is incorporated into this Order as if fully rewritten herein;
2. The amount of four thousand dollars (\$4,000) shall be paid by Bluegreen Vacations Unlimited, Inc. into the Public Utilities Account of the TRA no later than thirty (30) days from the date the Authority approves the Settlement Agreement;¹
3. Upon payment of the amount of four thousand dollars (\$4,000), Bluegreen Vacations Unlimited, Inc. is excused from further proceedings in this matter, provided that, in the event of any failure on the part of Bluegreen Vacations Unlimited, Inc. to comply with the

¹ Bluegreen Vacations Unlimited, Inc. paid the total sum of \$4,000 into the Public Utilities Account of the TRA on August 9, 2001.

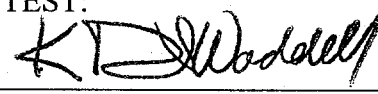
terms and conditions of the Settlement Agreement, the Authority reserves the right to re-open this docket.


Sara Kyle, Chairman


H. Lynn Greer, Jr., Director


Melvin J. Mahony, Director

ATTEST:


K. David Waddell, Executive Secretary

THE TENNESSEE REGULATORY AUTHORITY

AT NASHVILLE, TENNESSEE

IN RE:

ALLEGED VIOLATIONS OF TENN.
CODE ANN. §65-4-401 *et seq.*, DO-NOT-
CALL SALES SOLICITATION LAW,
AND RULES OF TENNESSEE
REGULATORY AUTHORITY, CHAPTER
1220-4-11, BY:

DO-NOT-CALL	T01-00343
PROGRAM	T01-00359
FILE NUMBERS	

BLUEGREEN VACATIONS UNLIMITED,
INC.

SETTLEMENT AGREEMENT

This Settlement Agreement has been entered into between the Consumer Services Division ("CSD") of the Tennessee Regulatory Authority ("TRA") and Bluegreen Vacations Unlimited, Inc. ("Bluegreen") and is subject to the approval of the Directors of the TRA. Bluegreen is located in Boca Raton, Florida and has been registered as a telephone solicitor with the TRA since July 13, 2000.

This Settlement Agreement pertains to two (2) separate complaints received by the CSD alleging that Bluegreen violated the Tennessee Do-Not-Call Telephone Sales Solicitation law, TENN. CODE ANN. § 65-4-404, and TENN. COMP. R. & REGS. 1220-4-11.07(1), by knowingly making or causing to be made telephone sales solicitation calls to two (2) residential subscribers in this state who had given timely and proper notice to the



TRA of their objection to receiving telephone solicitations. CSD provided Bluegreen with notice of these complaints on June 5 and 14, 2001.

TENN. CODE ANN. § 65-4-405(f) authorizes the TRA to assess penalties for violations of the Tennessee Do-Not-Call statutes, including the issuance of a cease and desist order and the imposition of a civil penalty of up to a maximum of two thousand dollars (\$2,000) for each knowing violation. The maximum fine faced by Bluegreen in this proceeding is four thousand dollars (\$4,000). CSD relied upon the factors stated in TENN. CODE ANN. § 65-4-116(b) during the negotiations which resulted in this agreement, including Bluegreen's size, financial status, and good faith and the gravity of the violation.

In an effort to resolve these two (2) complaints, represented by the file numbers above, CSD and Bluegreen agree to settle these complaints based upon the following acknowledgements and terms subject to approval by the Directors of the TRA:

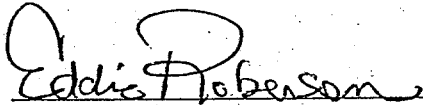
1. Bluegreen neither admits nor denies that the two (2) complaints against it are true and valid complaints and are in violation of TENN. CODE ANN. §65-4-404 and TENN. COMP. R. & REGS. 1220-4-11.07(1).
2. Bluegreen has been registered with the TRA as a telephone solicitor since July 13, 2000, and obtains a monthly copy of the Do-Not-Call Register.
3. After receiving notice of the complaints that are the subject of this agreement, Bluegreen acted in a very cooperative manner by immediately contacting CSD and expressing an interest in settling the complaints. Bluegreen also proposed methods for

preventing future violations of TENN. CODE ANN. § 65-4-404 and TENN. COMP. R. & REGS. 1220-4-11.07(1).

4. Bluegreen agrees to a settlement payment of two thousand dollars (\$2,000.00) for each complaint as authorized by TENN. CODE ANN. §65-4-405(f), and agrees to remit the amount of four thousand dollars (\$4,000.00) to the TRA within thirty (30) days of the date the Directors of the TRA approve this Settlement Agreement. Upon payment of the amount of four thousand dollars (\$4,000.00) in compliance with the terms and conditions of this Settlement Agreement, Bluegreen is excused from further proceedings in this matter.
5. In the event of any failure on the part of Bluegreen to comply with the terms and conditions of this agreement, the Authority reserves the right to re-open this docket for the purpose of securing compliance with the matters contained herein and enforcing the Settlement Agreement. Any costs incurred in enforcing the Settlement Agreement shall be paid by Bluegreen.
6. Bluegreen agrees that, upon prior advance written notice to Randi Tompkins, Bluegreen's counsel, a company representative will be available telephonically for the Authority Conference at which this Settlement Agreement is considered by the Directors for approval.
7. Bluegreen agrees to use due care in establishing and implementing reasonable practices and procedures to effectively prevent violations of the Tennessee Do-Not-Call Telephone Sales Solicitation law and regulations. Although the company voluntarily

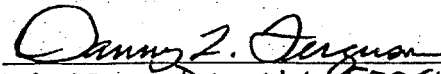
subscribes to the TRA's Do-Not-Call Register and has in place policies and procedures designed to prevent calls to Tennessee residents, Bluegreen on its own accord and in an effort to comply with regulations on telemarketing, has instituted additional procedures to further minimize the potential for telephone solicitation calls to Tennessee consumers whose residential telephone numbers are registered on the Tennessee Do-Not-Call Register.

8. This Settlement Agreement does not constitute evidence of an admission by Bluegreen of any liability or wrongdoing nor shall it constitute or be interpreted in any way as an admission by Bluegreen that it engaged in a violation of either State or federal law.



Eddie Roberson
Chief, Consumer Services Division
Tennessee Regulatory Authority

July 26, 2001
Date



Print Name DANNY L. FERGUSON
SECRETARY
Print Title

Bluegreen Vacations Unlimited, Inc

July 23, 2001
Date